

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SHIGE TAKIGUCHI, et. al,
Individually and On Behalf of All
Others Similarity Situated,

Plaintiffs,

v.

MRI INTERNATIONAL, INC.,
EDWIN J. FUJINAGA, JUNZO
SUZUKI, PAUL MUSASHI
SUZUKI, LVT, INC., dba STERLING
ESCROW, and DOES 1-500,

Defendants.

Case No.: 2:13-cv-01183-HDM-NJK
ORDER GRANTING
**STIPULATION AND ORDER RE
PAYMENT OF ATTORNEYS
FEES AND COSTS INCURRED
BY SUZUKI ENTERPRISES, INC.
PROFIT SHARING PLAN
DURING JUNE 2017**

STIPULATION AND ORDER RE PAYMENT OF ATTORNEYS FEES AND COSTS INCURRED BY
SUZUKI ENTERPRISES, INC. PROFIT SHARING PLAN DURING JUNE 2017

1 WHEREAS Defendant Suzuki Enterprises, Inc. Profit Sharing Plan (the
2 “Plan”) and Plaintiffs are collectively referred to herein as the “Parties”;

3 WHEREAS on December 2, 2016, the Court issued its order [550] (“Order
4 re Fees”) approving the Stipulation re Payment of Attorneys’ Fees [549]
5 (“Stipulation re Fees”), providing a procedure for payment of legal fees and costs
6 from Plan funds that are presently subject to the preliminary injunction [183]
7 issued by this Court;

8 WHEREAS the Plan incurred legal fees and costs in June 2017 in the
9 amount of \$35,602.25, in connection with: coordinating global settlement
10 discussions, communications with multiple counsel, Plan fiduciaries and the Court
11 regarding settlement issues, work on the Pre-Trial Order/jury instructions,
12 coordinating distributions to Plan beneficiaries/creditors unrelated to the parties in
13 this case, and significant discussions and research regarding tax and ERISA issues;

14 WHEREAS such fees and costs are payable as follows:

- 15 • \$15,769.50 payable to Foundation Law Group, LLP, lead counsel for
16 the Plan;
- 17 • \$2,079.00 payable to Enenstein Ribakoff LaViña & Pham, local
18 counsel for the Plan;
- 19 • \$10,172.50 payable to MillarLaw, A Professional Corporation,
20 international tax counsel for the Plan; and
- 21 • \$7,581.25 payable Brucker & Morra, APC, ERISA counsel for the
22 Plan (some of this amount is from legal work in May 2017).

23 WHEREAS the invoices for the Plan’s legal fees with specific descriptions
24 of the work accomplished are attached hereto as Exhibit “A”;

25 WHEREAS the Parties have communicated a mutual desire to avoid the
26 necessity of a formal motion for attorneys’ fees through this Stipulation;

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NOW, therefore, the Parties stipulate that:

1. Payment of the Plan's legal fees and expenses for the month of June 2017, in the total amount of \$35,602.25, shall be made from the funds held by LPL Financial for the benefit of the Plan with the specific breakdown of this total amount below;
2. \$15,769.50 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Foundation Law Group LLP;
3. \$2,079.00 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Enenstein Ribakoff LaViña & Pham;
4. \$10,172.50 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to MillarLaw, A Professional Corporation; and
5. \$7,581.25 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Brucker & Morra, APC.
6. The remaining funds held by LPL Financial for the benefit of the Plan shall remain frozen and subject to the preliminary injunction [183] pending a further application for payment of attorneys' fees and expenses; and
7. Payment of attorneys' fees and expenses for the month of June 2017 (per items 2 and 3 above) shall be made from cash on hand that is held in the name of the Plan.

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1 DATED this 10th day of July, 2017

DATED this 10th day of July, 2017

2 **MANNING & KASS ELLROD**
3 **RAMIREZ, TRESTER LLP**

ENENSTEIN RIBAKOFF LAVIÑA
& PHAM

4 By: /s/ James E. Gibbons
5 *Attorneys for Plaintiffs*

By: /s/ Robert A. Rabbat
Attorneys for Suzuki Enterprises, Inc.,
Profit Sharing Plan

7 DATED this 10th day of July, 2017

DATED this 10th day of July, 2017

8 **LAW OFFICES OF ROBERT W.**
9 **COHEN, A.P.C.**

FOUNDATION LAW GROUP LLP

10 By: /s/ Robert W. Cohen
11 *Attorneys for Plaintiffs*

By: /s/ Gregg D. Zucker
Attorneys for Suzuki Enterprises,
Inc., Profit Sharing Plan

12 The stipulation of plaintiffs and defendant Suzuki Enterprises, Inc., Profit Sharing
13 Plan (ECF No. 707) is GRANTED.

14 IT IS SO ORDERED.

15 DATED this 12th day of July, 2017.

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18 UNITED STATES DISTRICT JUDGE